

# Hotel Concorde - General Terms and Conditions

## 1.

### Scope of the General Terms and Conditions

1.1 These terms and conditions apply to all contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided in this context for the customer by the hotel SFG Hotelbetrieb GmbH, Dürrheimer Str. 82, 78166 Donaueschingen, represented by the managing director Sergej Klatt (Hotel Accommodation Contract).

The term "Hotel Accommodation Contract" includes and replaces the following terms: Accommodation contract, guest reception contract, hotel contract, hotel room contract.

In the following, Hotel Concorde is referred to as the "Host".

1.2 General terms and conditions of the respective customer shall only apply if this has been expressly agreed in text form in advance.

## 2.

### Conclusion of Contract

2.1 Contractual partners are the Host and the respective customer.

2.2 The contract is concluded by the Host's acceptance of the customer's application.

2.3 All offers in the Host's online shop are non-binding. The prices quoted are "gross prices", including statutory value added tax.

2.4 By placing an order in the online shop, the customer makes a binding offer to the Host. The offer of the customer can be accepted by the Host until the end of the third working day following the day of the offer.

2.5 The Host will send the customer a confirmation of receipt of the offer immediately after receipt of the offer. This confirmation is not an acceptance of the offer.

The Host accepts the customer's offer as soon as acceptance has been declared to the customer (by e-mail) or a reservation confirmation has been sent.

### **3. Payment, Set-Off**

- 3.1 The customer is obliged to pay the agreed or applicable prices of the Host for the provision of the room and the other services used by him.
- 3.2 The agreed prices include the taxes applicable at the time of the conclusion of the contract. Not included are local taxes that are owed by the customer according to the respective local law, such as visitor's tax (*Kurtaxe*) etc.
- 3.3 In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local taxes on the (object of) performance after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds four months.
- 3.4 Invoices of the Host are due for payment immediately upon receipt without deduction. If the parties have agreed on payment on account, payment shall be made without deduction within ten days of receipt of the invoice, unless otherwise agreed. The Host may demand immediate payment of due receivables from the customer at any time.
- 3.5 The customer agrees that the invoice may be sent to him electronically.
- 3.6 The Host is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter.
- 3.7 If the customer is an entrepreneur, he may only offset or reduce a claim with an undisputed or legally established claim.

### **4. Accommodation**

- 4.1 The Host shall provide the customer with hotel rooms for the agreed period and at the agreed room rate. Any catering services (e.g. breakfast, half board) are only included in the room price if expressly booked by the customer.
- 4.2 The customer is not entitled to the provision of a specific room.

- 4.3 The booked hotel rooms can only be occupied from 3:00 p.m. on the day of arrival (check-in time). The room must be returned (check-out time) by 10:30 a.m. on the day of departure.
- 4.4 If the hotel room is returned late on the day of departure, the Host is entitled to charge 50 % of the accommodation price for use until 6:00 p.m. If the room is used longer than 6:00 p.m., 90 % of the accommodation price may be charged. The customer is free to provide evidence that the expenses saved by the Host are higher.
- 4.5 Subletting of the booked hotel rooms by the customer requires the prior written consent of the Host.
- 4.6 The limitation of liability of § 702 BGB (German Civil Code) applies to items brought into the hotel room. Any claims of the customer shall expire if the customer does not notify the Host immediately after becoming aware of the loss, destruction or damage of the item.
- 4.7 The city of Donaueschingen currently charges a visitor's tax of Eur 1.50 per person per day. The visitor's tax is not included in the accommodation price and is charged separately.
- 4.8 Unless otherwise agreed with the customer at the time of booking, the customer has a right to cancel hotel rooms (outside of designated fair periods) of hotel rooms as follows:

Cancellation conditions for 1-30 rooms:

Up to 2 days before arrival	free of charge
Up to 1 day	50 % of the total price
On the arrival day	80 % of the total price

The cancellation conditions apply per room and night on the agreed room rate.

- 4.9 If the customer does not turn up or does not make use of the services of the Host ("no show"), the Host shall be entitled to the agreed accommodation price, whereby the expenses saved by the Host shall be calculated at a flat rate of 10% of the accommodation price. The customer is free to prove that the Host's saved expenses are higher.
- 4.10 If the customer has been granted the right for an agreed option period to book the optioned service in priority to others, the Host may request the customer to exercise the option (binding booking) within 24 hours if the optioned booking is requested by another customer. The option

right shall expire if the customer does not thereupon immediately declare that he bindingly orders the optioned service.

## 5.

### **Liability of the Customer**

- 5.1 The customer shall be liable to the Host for all damage to the building and inventory culpably caused by the customer or third parties associated with the customer.
- 5.2 Smoking is generally prohibited on the hotel premises and in the hotel, including all hotel rooms. Smoking is only permitted in the designated areas. In the event of violations within closed premises, the customer shall pay an increased cleaning fee of at least EUR 300.00 to the Host. The customer is at liberty to prove that the Host's actual expenses were lower.

## 6.

### **Liability of the Host, No Safekeeping Contract**

- 6.1 The Host performs his obligations with the diligence of a prudent businessman.
- 6.2 The Host is liable for damages resulting from injury to life, body or health for which he is culpably responsible. Furthermore, the Host is liable for other damages that are based on an intentional or grossly negligent breach of duty by the Host or on an intentional or negligent breach of typical contractual duties by the Host. A breach of duty by the Host is equivalent to that of a legal representative or vicarious agent. Further claims for damages, unless otherwise regulated, are excluded. Should disruptions or defects occur in the performance of the Host, the Host shall endeavour to remedy the situation upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable for him to remedy the disruption and to keep any possible damage to a minimum. In addition, the customer is obliged to inform the Host in good time of the possibility of an exceptionally high damages.

The Host's possible liability for items brought in (*eingebachte Sachen*) remains unaffected.

- 6.3 Insofar as a parking space for vehicles is made available to the Customer, this shall not constitute a safekeeping contract (*Verwahrungsvertrag*). In the event of loss of or damage to a vehicle, clause 6.2 above shall apply accordingly.
- 6.4 Wake-up calls are carried out by the Host with the utmost care. Messages for the customers shall be handled with care. After prior consultation with the customer, the Host may accept, store and

- upon request - forward mail and shipments of goods for a fee. The Host shall only be liable in this respect in accordance with clause 6.2 above.

## **7.**

### **Extraordinary right of termination of the Host**

7.1 The Host shall have an extraordinary right of termination for good cause. Good cause shall be deemed to exist in particular in the event of:

- non-payment of the deposit despite reminder
- force majeure
- epidemic situations
- justified suspicion that the smooth operation of the business, the safety or the public reputation of the Host or the hotel business is endangered by the customer's event or that the customer intends to hold or is holding an event in breach of the contract that violates the free democratic basic order.
- the client has submitted an affidavit or insolvency proceedings have been applied for or opened against the client.

7.2 In the event of a justified termination for good cause by the Host, the Kunde shall not be entitled to compensation for damages.

## **8.**

### **Video surveillance on the hotel premises, data protection**

8.1 Video surveillance is in place in all publicly accessible areas of the hotel. This includes, for example, the entrance area of the hotel, reception, car parks, cashier area of restaurant and bar, lifts or access area to the hotel rooms.

8.2 Recordings made pursuant to clause 8.1 above shall be irrevocably deleted once their intended purpose has been achieved.

8.3 The Host collects personal data from the customer, his employees and any third parties for order processing. This data shall be collected exclusively for order processing and shall not be passed on to third parties or used for advertising measures without consent.

In all other respects, the Data Protection Notice shall be observed.

## 9.

### Final provisions

- 9.1 The place of performance under the Hotel Accommodation Contract is Donaueschingen.
- 9.2 The contracting parties agree on the application of German law.
- 9.3 The contracting parties agree - to the extent permitted by law - that Donaueschingen shall be the place of jurisdiction.
- 9.4 All amendments and additions to this contract must be made in text form (e.g. in writing or via e-mail). This also applies to the amendment or cancellation of the text form requirement.
- 9.5 If individual provisions of the General Terms and Conditions are or become invalid, ineffective or incomplete, this shall not affect the validity of the remaining provisions. In this case, the parties shall agree on a provision which they would reasonably have made if they had recognised the invalidity, ineffectiveness or omission and which comes as close as possible to the ineffective provision.
- 9.6 The Host points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("OSPlatform"): <http://ec.europa.eu/consumers/odr/>. However, the Contractor does not participate in dispute resolution procedures before consumer arbitration boards.